



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

August 3, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 August 3, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

ACCEPT A CONTRACT WITH CALIFORNIA DEPARTMENT OF EDUCATION TO ADMINISTER A CENTRALIZED ELIGIBILITY LIST (ALL DISTRICTS) (3-VOTES)

SUBJECT

Approve a contract with the California Department of Education to continue the administration of the Los Angeles Centralized Eligibility List for subsidized child development services.

JOINT RECOMMENDATION WITH THE CHILD CARE PLANNING COMMITTEE THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Contract (Attachment I includes three original copies of the contract) with the California Department of Education (CDE) in the amount of \$500,000 for the period beginning July 1, 2010 through June 30, 2011. This contract will support the operation of the Los Angeles Centralized Eligibility List (LACEL) in Los Angeles County and will streamline access to State-subsidized child development services for low-income families. The LACEL will continue to be administered by the Office of Child Care (OCC), within the Service Integration Branch of the Chief Executive Office (CEO), on behalf of the Los Angeles County Child Care Planning Committee (Planning Committee).
2. Adopt the attached Resolution (Attachment B) to authorize the CEO or his designee to act as the agent for the County to execute any amendments that may be deemed necessary to implement this contract.

"To Enrich Lives Through Effective And Caring Service"

***Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only***

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to State requirements, formal approval by your Board is needed to accept this contract and related funding. The requirement of establishing and maintaining a centralized eligibility list is stipulated in the California Education Code.

Implementation of Strategic Plan Goals

Continuation of the LACEL is consistent with Goal 1, Operational Effectiveness, of the County's Strategic Plan to support timely delivery of customer-oriented and efficient public services; and Goal 2, Children, Family, and Adult Well-Being to enrich lives through integrated, cost-effective and client-centered supportive services. The Countywide LACEL provides the public with improved access to subsidized child development services.

FISCAL IMPACT/FINANCING

The OCC will administer this contract on behalf of the Planning Committee. The contract, which totals \$500,000, will cover all direct costs associated with full implementation of the LACEL in Los Angeles County, including the previously approved staff. Funding is included in the CEO Fiscal Year 2010-11 Budget. In recognition of California's financial crisis and the protracted budget negotiations, it should be noted that it is possible the legislature will approve a reduction in funding for the LACEL. In this case, an amended contract would be issued.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The LACEL is a Web-based database of low-income families who need and are eligible for subsidized child development services funded by the CDE. The LACEL enables parents to register once for these services, rather than having to complete multiple applications with several agencies. LACEL also assists the 150 individual center-based and child care voucher programs holding contracts with the CDE to quickly identify eligible families for enrollment, and provides an unduplicated count of families and children seeking subsidized child development services.

In June 2010, there were approximately 30,000 children from over 20,000 income eligible families on the LACEL. During the fiscal year July 2009 through June 2010, 16,571 children were enrolled into subsidized programs through the LACEL.

Despite the July 1, 2010 start date, these contract documents were not distributed by CDE until June 17, 2010, arriving locally on June 21, 2010. This is consistent with the timing of contract documents in the past.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Continuation of the LACEL facilitates access for income-eligible families to the full-range of subsidized child development services. Individual CDE-funded child development contractors are not required to manage cumbersome, site-specific eligibility lists. In addition, LACEL helps

promote an effective and integrated service delivery system where lowest-income families are systematically identified to fill vacancies in subsidized child development programs, families are informed of all relevant program vacancies and accurate information on the unmet need for subsidized child development can be used to target future resources.

The LACEL makes it possible for County departments serving low-income families with young children to offer their clients a "one stop" referral for subsidized child development services. In addition, the LACEL enhances current partnerships with Los Angeles Universal Preschool and Head Start ensuring that low-income families are made aware of these service options.

CONCLUSION

Three signed copies (original signatures are required) of the contract (Attachment I) with the signed resolution (Attachment II) should be returned to:

Office of Child Care
Service Integration Branch, Chief Executive Office
222 South Hill Street, 5th Floor
Los Angeles, California 90012

Copies will be forwarded to CDE, as required.

Respectfully submitted,


WILLIAM T FUJIOKA
Chief Executive Officer

WTF:KH:LB
KMS:LAE:hn

Attachments (2)

c: Executive Office, Board of Supervisors
County Counsel
California Department of Education



INTERIM

ATTACHMENT I

CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 10 - 11

DATE: July 01, 2010

CONTRACT NUMBER: CCEL-0019

PROGRAM TYPE: CENTRALIZED ELIGIBILITY
LIST CONTRACTS

PROJECT NUMBER: 19-2419-00-0

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: LOS ANGELES COUNTY BOARD OF SUPERVISORS

By signing this contract and returning it to the State, you are agreeing to use the funds identified below to provide eligible families with equitable access to subsidized child care and development services and to provide participating child development agencies and other providers of subsidized child care and development services with efficient and equitable access to information about the families who are eligible for child care subsidies, in accordance with Exhibit B, PROGRAM REQUIREMENTS FOR CENTRALIZED ELIGIBILITY LIST (also available online at <http://www.cde.ca.gov/fg/aa/cd/>), which by this reference is incorporated into this contract. The contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A), which by this reference is incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the Program Requirements for Centralized Eligibility List, Child Care and Development Resource and Referral Funding Terms and Conditions (FT&C) and Title 5, California Code of Regulations.

The period of performance for this contract is July 01, 2010 through June 30, 2011. The total amount payable pursuant to this agreement shall not exceed \$500,000.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.



APPROVED AS TO FORM:

By Beauval
Deputy

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING

Margie Burke, Manager

TITLE

Contracts, Purchasing & Conf Svcs

AMOUNT ENCUMBERED BY THIS
DOCUMENT

\$ 500,000

PRIOR AMOUNT ENCUMBERED FOR
THIS CONTRACT

\$ 0

TOTAL AMOUNT ENCUMBERED TO
DATE

\$ 500,000

PROGRAM/CATEGORY (CODE AND TITLE)

Child Development Programs

(OPTIONAL USE) 0656

24944-2419

ITEM 30.10.020.911

6110-196-0001

CHAPTER

B/A

FUND TITLE

General

STATUTE

2010

FISCAL YEAR

2010-2011

OBJECT OF EXPENDITURE (CODE AND TITLE)

702

SACS: Res-6150 Rev-8590

Department of General Services
use only

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

77391



CALIFORNIA DEPARTMENT OF EDUCATION

1120 N Street

Sacramento, CA 95814-5001

DATE: 08-01-2010

CONTRACT NUMBER: CDE-0912

PROGRAM TYPE: CENTRALIZED ELIGIBILITY

LIST CONTRACTS

PROJECT NUMBER: 10-MR-002

CONTRACTOR'S NAME: LOS ANGELES COUNTY BOARD OF SUPERVISORS

By signing this contract and returning it to the State, you are agreeing to use the funds identified below to provide eligible families with equitable access to subsidized child care and development services and to provide participating child development agencies and other providers of subsidized child care and development services with efficient and equitable access to information about the families who are eligible for child care subsidies, in accordance with Exhibit B, PROGRAM REQUIREMENTS, OR CENTRALIZED ELIGIBILITY LIST (also available online at <http://www.cde.ca.gov/ops/ce/eligibility/>), which by this reference is incorporated into this contract. The contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A), which by this reference is incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the Program Requirements for Centralized Eligibility List, Child Care and Development Resource and Referral Funding Terms and Conditions (FTRC) and Title 5, California Code of Regulations.

The period of performance for this contract is July 01, 2010 through June 30, 2011. The total amount payable pursuant to this agreement shall not exceed \$500,000.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of the contract.

ADOPTED

BOARD OF SUPERVISORS

10 AUG 3 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Lachelle Anne Theeman*
Deputy

STANDARD PROVISIONS FOR STATE CONTRACTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
2. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
3. The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
4. This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. Time is of the essence in this Agreement.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. Contractors entering into a contract funded wholly or in part with funds from the United States Government agree to amendments in funding to reflect any reductions in funds if the Congress does not appropriate sufficient funds. In addition, the contract is subject to any restrictions, limitations or enactments of congress which affect the provisions, terms or funding of this agreement in any manner. The State shall have the option to terminate the contract without cost to the State in the event that Congress does not appropriate funds or a United States agency withholds or fails to allocate funds.

Contractor Certification Clauses

The authorized signer of this Contract CERTIFIES UNDER PENALTY OF PERJURY that he/she are duly authorized to legally bind the Contractor to the clauses(s) listed below. This certification is made under the laws of the State of California.

1. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (*California Code of Regulations*, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code* Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the *California Code of Regulations*, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. (Not applicable to public entities.)

DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed contract will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under this agreement or termination of this agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (*Government Code* 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (*Public Contract Code* 10296) (Not applicable to public entities.)

EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of *Public Contract Code* Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and *Public Contract Code* Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with *Public Contract Code* Section 10295.3.

PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT B

**PROGRAM REQUIREMENTS
FOR
CENTRALIZED ELIGIBILITY LIST
(CCEL)**

July 1, 2010 – June 30, 2011

CENTRALIZED ELIGIBILITY LIST PROGRAM REQUIREMENTS
Fiscal Year 2010-11

These are the Centralized Eligibility List (CCEL) Program Requirements for Fiscal Year 2010-2011. Each contractor is required, as a condition of its contract with the California Department of Education (CDE), Child Development Division (CDD), to adhere to these requirements and any other requirements incorporated into the contract, in addition to all other applicable laws and regulations. Any variance from these requirements, the applicable laws and regulations (*California Code of Regulations, Title 5*) could be considered a noncompliance issue and subject the contractor to possible termination of the contract. In addition, CCEL contractors are required to adhere to the general provisions outlined in the administering agency's funding terms and conditions (FT&Cs).

The purpose of the centralized eligibility list (CEL) system is to provide eligible families with equitable access to subsidized child care and development services and to provide participating child development agencies and other providers of subsidized child care and development services with efficient and equitable access to information about the families who are eligible for child care subsidies.

This contract may be fully or partially funded through a grant from the federal Department of Health and Human Services and subject to *Code of Federal Regulations (CFR)* 45, Parts 98 and 99, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number is 93596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number is 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

I. GENERAL PROVISIONS

A. Notification of Address Change

1. Contractors shall notify the CDD in writing of any change in mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied by:
 - a. Board minutes verifying the change in address; and
 - b. A copy of the address change notification to the Internal Revenue Service

2. Contractors shall notify the CDD in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required by an emergency such as fire, flood or earthquake

B. Notification of Email Contact Changes

Contractors shall assure that at all times the email address on file at the CDD is accurate for contacting the following individuals:

1. Executive Officer
2. Program Director

Contractors shall utilize procedures provided by the CDD to electronically add new addresses or delete old addresses, as needed.

C. Issuance and Use of Checks

Except for external payroll services, private contractors shall not use any pre-signed, pre-authorized, or pre-stamped checks without the prior written approval of the CDD.

Private contractors shall require two (2) authorized signatures on all checks unless:

1. The contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount; and
2. The annual audit verifies that appropriate internal controls are maintained.

D. Prohibition Against Loans and Advances

Contractors shall not loan contract funds to individuals, corporations, organizations, public agencies or private agencies. Contractors shall not advance unearned salary to employees. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received.

E. Materials Developed with Contract Funds

If the contractor receives income from materials developed with contract funds, the use of the income shall be restricted to the child development program. If the materials were developed in part with

contract funds, the income from the sale of the materials that shall be used in the child development program shall be computed in direct proportion to the share of contract funds used in development of the materials.

Materials developed with contract funds shall contain an acknowledgement of the use of state (general) or federal funds in the development of materials and a disclaimer that the contents do not necessarily reflect the position or policy of the CDE.

F. Prohibition Against Religious Instruction or Worship

The contractor shall not provide nor be reimbursed for child care and development services that include religious instruction or worship if child care and development services are provided by a center-based contractor or a family child care home education network.

G. Contractor's Termination for Convenience

1. General Termination for Convenience

A contractor may terminate the contract for any reason during the contract term. The contractor shall notify the CDD of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.

Within fifteen (15) days from the date the contractor notifies the CDD of its intent to terminate the contract, the contractor shall submit:

- a. A current inventory of equipment purchased in whole or in part with contract funds
- b. The names, addresses and telephone numbers of all families served by the contract and all staff members funded by the contract

Upon receipt of a notice of intent to terminate, the CDD will transfer the program to another agency as soon as practicable.

The state shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The state shall offset

any monies the contractor owes the state against any monies the state owes under this contract.

2. Changes in Laws or Regulations

The CDD shall notify contractors in writing of changes in laws or regulations prior to the effective date or as soon as possible after enactment. If any laws or regulations are changed substantially during the contract period, the contractor shall have the option to discontinue performance and be relieved of all obligations for further performance.

The contractor has thirty (30) calendar days from receipt of notification of pending changes to notify the CDD in writing of the contractor's intent to terminate if the required changes are unacceptable to the contractor. The contract shall be deemed terminated sixty (60) calendar days after receipt of the notification of the intent to terminate.

H. Eligibility for Funding

A contractor is not eligible for additional funds, as defined in Section of the administering agency's FT&Cs, if the contractor has received final notification, as specified in Section VIII.A of the administering agency's FT&Cs, that its contract has been terminated.

A contract is not eligible for additional funds if the contractor has demonstrated fiscal and/or programmatic noncompliance and has received final notification as specified in Section VIII.A of the Alternative Payment administering agency's FT&Cs that:

1. Its contracts will be placed on conditional status; or
2. It will not be offered continued funding.

I. Applicability of *Corporations Code*

Except for partnerships and sole proprietorships, private contractors shall be subject to all applicable sections of the *Corporations Code* including standards of conduct and management of the organization.

J. Conflicts of Interest

For any transaction to which the contractor is a party and the other party is:

1. An officer or employee of the contractor or of an organization having financial interest in the contractor; or
2. A partner or controlling stockholder or an organization having a financial interest in the contractor; or
3. A family member of a person having a financial interest in the contractor, the transaction(s) shall be fair and reasonable and conducted at arm's length

Based on corporate law (*Corporations Code* sections 310, 5233-5234, 7233 and 9243 as applicable) the general rules that would be followed to ensure that transactions are conducted "at arm's length" include:

1. Prior to consummating the transaction, the governing body should authorize or approve the transaction in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed; and
2. All parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes

If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a "fair market rental estimate" from an independent appraiser, licensed by the California Office of Real Estate Appraisers. If the contractor has no board or is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance. Any transaction described in this paragraph shall be disclosed by the auditor in the notes to the financial statement in the annual audit.

Rental costs for equipment owned by affiliated organizations, officers or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

K. Americans with Disabilities Act

By signing this contract, the contractor assures the CDE that it shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of

disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

L. Air or Water Pollution Violations (*Government Code* Section 4477)

By signing this agreement, the contractor swears under penalty of perjury that the contractor is not:

1. In violation of any order or resolution not subject to review promulgated by the state Air Resources Board or an air pollution control district;
2. Subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the *Water Code* for violation of waste discharge requirements or discharge prohibitions; or
3. Finally determined to be in violation of provisions of federal law relating to air or water pollution

M. Recycling Certification (*Public Contract Code* sections 10233, 10208.5, 10354, 12161 and 12200)

The contractor agrees to certify in writing to the CDE, under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in *Public Contract Code*, sections 12161 and 12200, in materials, goods or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in *Public Contract Code* sections 12161 and 12200. Contractor may certify that the product contains zero recycled content.

N. Child Support Compliance (*Public Contract Code* Section 7110)

For any agreement in excess of \$100,000, the contractor acknowledges in accordance with *Public Contract Code* Section 7110 that:

1. It recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the *Family Code*; and
2. To the best of its knowledge it is fully complying with the earnings assignment orders of all employees and is providing

the names of all new employees to the New Hire Registry maintained by the California Employment Development Department

- O. Unlawful Denial of Services (*Government Code* Section 11135 and *California Code of Regulations*, Title 5, Section 4900)
1. No person in the State of California shall, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability, be unlawfully denied full and equal access to the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is conducted, operated, or administered by the state or any state agency, is funded directly by the state, or receives any financial assistance from the state
 2. With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions

As used in this section, "disability" means any mental or physical disability as defined in *Government Code* Section 12926.

- P. Priority Hiring Consideration (*Public Contract Code* 10353)

If the contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under the *Welfare and Institutions Code* Section 11200.

- Q. *Labor Code/Workers' Compensation* (*Labor Code* Section 3700)

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions and the contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement.

R. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state (general) funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

S. Corporate Qualifications to do Business in California

1. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled
2. "Doing business" is defined in *Revenue and Taxation Code (R&TC)* Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax
3. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State

T. Equipment Bidding and Approval Requirements

All equipment purchases in excess of seven thousand five hundred dollars (\$7,500) per item (including tax) shall be approved in writing in advance by the CDD. In determining if an equipment purchase exceeds the threshold, all expenses associated with a purchase that are necessary for it to perform the intended purpose should be included in calculating the purchase cost. (Example: A computer system could include, but is not limited to, individual items such as a central processing unit (CPU), computer monitor, computer stand, modems, disk drives, software, printer, etc. or hardware and software to install a local area network (LAN) system.)

In addition, the following requirements apply:

1. Private agencies:

All equipment purchases exceeding five thousand dollars (\$5,000) including tax, will not be approved unless at least three (3) bids or estimates have been obtained.

2. Public agencies:

Public agencies shall comply with the applicable sections of the *Public Contract Code*.

If bids are required, the contractor shall purchase the goods or services from the lowest responsible bidder. If three (3) bids or estimates cannot be obtained, the contractor shall provide adequate documentation of the reason(s) why three (3) bids or estimates could not be obtained (e.g., emergency situations).

Bids, if applicable, shall be attached to the Request for Approval of Equipment (CD-2703) when submitted to the CDD for approval. One copy of the Request shall be retained by the CDD and one copy returned to the contractor approved or disapproved within thirty (30) calendar days of receipt. If the request for approval of an equipment purchase is disapproved, the contractor may appeal the decision in accordance with instructions specified Section X of the FT&Cs, entitled, "Resolution of Contract Administration Disputes".

Equipment replacement and lease-purchase agreements are subject to the above requirements. An inventory of all equipment shall be maintained.

U. Equipment Inventory

Property records must be maintained that include a description of the equipment, serial number or other identification number, the source of the equipment, the acquisition date, the cost of the equipment, the location, use and condition of the equipment and any ultimate disposition date including date of disposal and sale price if applicable. A physical inventory of equipment must be taken at least every two years and reconciled with property records. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft (any loss damage or theft must be investigated) and adequate maintenance procedures must be developed to keep the equipment in good condition.

V. Title, Use, Disposition and Retention of Equipment

1. Title - When equipment is purchased with state funds, title shall vest in the contractor for such a period of time as the contractor has a contract with the CDE
2. Retention of Equipment - The CDD may provide written authorization for the contractor to retain the equipment for the

contractor's own use if a fair compensation is paid to the state for the state's share of the cost of the equipment. Fair compensation shall be determined by the state using the state's share of the original acquisition cost, less depreciation, computed on a straight-line method over the estimated useful life expectancy of the equipment

3. Use - When equipment is purchased in whole or in part with state funds, the contractor shall use the equipment exclusively in the program(s) from which the funds were used to purchase the equipment. If the contractor wishes to share the use of the equipment between/among two (2) or more programs, the cost of such equipment shall be prorated between/among the programs
4. Disposition - The contractor may dispose of obsolete equipment and remove the asset at its recorded value. If the sale of equipment originally purchased with state funds occurs, the proceeds from the sale of the equipment must be returned to the program. If the contractor no longer has a contract with the CDE, the contractor shall dispose of the equipment in accordance with written directions from the CDD

W. Uniform Complaint Procedures (*California Code of Regulations, Title 5* sections 4600-4687)

The *California Code of Regulations, Title 5* Section 4610 authorizes the CDE responsibility over Uniform Complaint Procedures (UCP) and Child Care and Development programs are covered under UCP which includes Alternative Payment, CalWORKs Stage 2 and 3, Exceptional Needs, Family Child Care Homes, General, Migrant, Protective Services, Resource and Referral, School-Age, Severely Handicapped and State Preschool complaints under the UCP procedures. For additional general information on Uniform Complaint Procedures, contact the Categorical Program's Complaint Management Office, California Department of Education, Legal and Audits Branch, 1430 "N" Street, Suite #5408, Sacramento, CA 95814; telephone 916-319-0929, or visit our Web site at <http://www.cde.ca.gov/re/cp/uc>.

II. SUBCONTRACTS

A. Subcontracts Excluded from Requirements of this section

The following types of relationships are not subject to the requirements contained in this section:

1. Employment agreements
2. Facility rental or lease agreements
3. Medical or dental service agreements
4. Bookkeeping/auditing agreements, except for Section IV.B
5. Janitorial and grounds keeping agreements
6. A subcontract with a public agency
7. Subcontracts with an individual for less than ten thousand dollars (\$10,000), except for Section II.B.

However, no subcontract shall in any way relieve the contractor of any responsibility for performance under this contract.

All subcontracts, rental agreements, and other contractual agreements should include a termination for convenience clause permitting termination of such agreements without cost to the contractor.

B. Bids for Subcontracts

Private contractors shall obtain at least three (3) bids or estimates for subcontracts that exceed five thousand dollars (\$5,000). The subcontract shall be awarded to the lowest responsible bidder. If three (3) bids or estimates cannot be obtained, the private contractor shall:

1. Maintain documents in its records that establish the reasons why three (3) bids or estimates could not be obtained
2. The reasonableness of the proposed expenditure without three (3) bids or estimates

Subcontracts subject to the approval of the CDD shall be rebid at least once every three (3) years or more often if specified by the CDD in its annual approval of the subcontract. Public agencies shall award subcontracts in accordance with the *Public Contract Code*. The contractor shall not split subcontracts to avoid competitive bidding requirements. Subcontracts for direct child development services between a public agency contractor and a private subcontractor are exempt from bidding but not from advance approval by the CDD if they are for ten thousand dollars (\$10,000) or more.

Subcontracts for auditing and/or bookkeeping services shall be rebid and changed every five (5) years unless retention of the same auditor is approved by the A&I.

C. Prior CDD Approval

If directed by CDD, contractors will obtain prior written approval from the CDD for subcontracts of ten thousand dollars (\$10,000) or more that are otherwise not excluded from the provisions of Section II.A above.

Prior to execution of a subcontract and commencement of work, the contractor shall submit two (2) copies of the proposed subcontract to the CDD for approval, including a proposed line-item budget which shows the costs of the services to be performed. The budget for a proposed subcontract for renovation and repair shall show the total cost of labor and the total cost of materials. Bids, if applicable, shall be submitted to the CDD when requesting approval. If three (3) bids were not obtained, the contractor shall provide written justification when the subcontract is submitted to the CDD for prior approval. Contractors shall demonstrate that approval of the subcontract is cost effective to the state. For proposed renovation and repair subcontracts, private agencies shall include documents showing that the bidder selected by the contractor has obtained a payment bond in an amount not less than one-half (1/2) the amount of the proposed subcontract. Requests for approval of subcontracts for transportation services shall include a Certificate of Insurance for the subcontractor in an amount not less than \$1 million per occurrence (or a greater amount if required by the Public Utilities Commission regulations), listing the contractor and the state as additional named insured.

One copy of the subcontract will be retained by the CDD and the other copy returned to the contractor approved or disapproved within thirty (30) calendar days of receipt of all required documents. No reimbursement shall be made to the contractor or subcontractor for work performed prior to CDD approval. A disapproved contract will include a statement of the reason(s) for not approving the subcontract. If the request for approval of a subcontract is denied, the contractor may appeal the decision in accordance with instructions specified in Section X. of the FT&Cs entitled, "Resolution of Contract Administration Disputes".

The state does not assume any responsibility for performance of approved subcontracts nor does the state assume responsibility for any unpaid debt of the contractor resulting from subcontracting liens.

Subcontracts which increase the contractor's cost of performance are nonreimbursable. Subcontracts which contain a provision for

reimbursement for cost-plus-a-percentage-of-cost are not reimbursable.

D. Required Subcontract Provisions

Every subcontract shall specify:

1. The dates within which the subcontractor is to perform the contract. The time for subcontractor performance shall not begin prior to, nor shall the time extend beyond, the time period of the contract between the contractor and the state
2. The dollar amount of the subcontract or specify an amount not to exceed a maximum dollar amount
3. The service(s) to be provided under the subcontract
4. The responsibilities of each party under the subcontract
5. That the subcontractor, and the agents and employees of the subcontractor, in the performance of the subcontract, are acting in an independent capacity and not as officers or employees or agents of the State of California
6. That modifications of the subcontract shall be in writing, and that for subcontracts in excess of the amount stated in the annual child development contract, prior written CDD approval is required unless the subcontract is otherwise exempt from prior CDD approval
7. That the subcontract is the complete and exclusive statement of the mutual understanding of the parties and that the subcontract supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of the subcontract
8. Remedies, in case of a breach of contract, for subcontracts in excess of ten thousand dollars (\$10,000)
9. That the State of California retains title to any equipment or supplies purchased with state funds and that the equipment shall be returned to the contractor upon termination of the subcontract. The subcontract shall also specify that the subcontractor shall obtain prior written approval from the contractor and the CDD for any unit of equipment that costs in excess of seven thousand five hundred dollars (\$7,500)
10. That the subcontractor shall be reimbursed for travel and per diem expenses only at rates that do not exceed the rates paid to the CDE's non-represented employees computed in accordance with State Department of Personnel Administration regulations, Title 2 California *Code of Regulations*, Subchapter 1
11. That the subcontractor agrees to indemnify and hold harmless the State of California, its officers, agents and employees from

- any and all claims and losses occurring or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the subcontract, and from any and all claims and losses occurring or resulting to any person, firm or corporation that may be injured or damaged by the subcontractor in the performance of the subcontract
12. For management and/or direct service subcontracts, the subcontractor shall maintain records for program review, evaluation, audit and/or other purposes and make the records available to agents of the state for a period of five (5) years
 13. The provisions of the "Nondiscrimination Clause" included in the prime contract as specified in Title 2 California Code of Regulations, Chapter 5, Section 8107

E. Recommended Subcontract Provisions

The following items are suggested for inclusion in subcontracts to protect the interests of the contractor:

1. Funding of the subcontract should be made subject to the appropriation and availability of funds from the state.
2. All subcontracts should contain a provision that the subcontractor is liable for any audit exception caused by, or as a result of, the subcontractor's lack of performance as required by the subcontract
3. The subcontract should provide that the subcontractor, its agents and employees, in the performance of the subcontract, are acting in an independent capacity and not as agents or employees of the contractor
4. Unless exempt from CDD approval above, subcontracts for ten thousand dollars (\$10,000) or more cannot become effective and binding on either the prime contractor or the subcontractor until approved in writing by the CDD, and any work performed by the subcontractor prior to the date of such approval shall not be used as a claim against the state
5. The consideration paid to the subcontractor, as provided in the subcontract, should be stated to be the full compensation for all the subcontractor's expenses incurred in the performance of the subcontract.

F. Audit Requirements for Subcontracts

Subcontracts for management and/or direct services shall be audited in accordance with the CDE Audit Guidelines. The cost of

the audit shall be reimbursable and shall be borne by the contractor either directly or as an allowance in the subcontract. The audit of the subcontract shall be submitted to the A&I along with the contractor's audit as specified in Section VI. of the FT&Cs entitled, "Audits and Auditors".

III. SERVICE DELIVERY AREA

The contractor shall provide CEL services to participating child development agencies, the county welfare department, participating Head Start providers, and other participating child care and development programs serving low-income families within the county.

IV. CENTRALIZED ELIGIBILITY LIST (CEL) FUNCTIONS

- A. The contractor shall maintain and administer an accessible countywide CEL that does all of the following:
 - 1. Utilizes state eligibility and need criteria for, at a minimum, subsidized child care and development services, State Preschool, and CalWORKs child care
 - 2. Receives CEL application data directly or electronically from any of the following: parents, participating child care and development agencies, the county welfare department, participating Head Start providers, or other agencies serving low-income families in the county
 - 3. Provides access to CEL information to all participating child care and development agencies in the county
 - 4. Provides aggregate CEL data available to the local resource and referral program(s), the local child care planning council, and participating agencies for planning purposes
- B. The contractor shall ensure that timely training, technical assistance, and support is provided to participating agencies to facilitate the efficient exchange of CEL client information. This shall include, but not be limited to, assistance with:
 - 1. Initial data migration
 - 2. CEL software or system database training
 - 3. Establishment of CEL operational policies and procedures to be used by participating agencies
 - 4. Accessibility of the CEL to participating agencies
- C. The contractor shall ensure that appropriate and consistent CEL information in languages spoken in the county is made available to parents that include the function and purpose of the CEL.

- D. The contractor and participating agencies shall provide contact information to parents applying for the CEL regarding the local resource and referral agency's child care consumer education program.
- E. The contractor shall provide CEL data to the CDE on an annual basis in the manner and time frame determined by the CDE. (Please see CDCELS Data Dictionary at www.cde.ca.gov/sp/cd/ci/)
- F. The contractor shall attend a Regional CEL Administrators meeting conducted by the CDE at least once during the contract period.

V. DATA COLLECTION AND MANAGEMENT

- A. At a minimum, the contractor shall collect all CEL data required to be submitted to the CDE, including but not limited to the data identified in the CDCELS Data Dictionary:
 - 1. Family application information
 - 2. Child information
 - 3. Reason for service
 - 4. Service needed
 - 5. Record status
- B. The contractor shall maintain the following types of records in the database:
 - 1. Active, including "Enrolled, but waiting"
 - 2. Pending (records under review by a participating agency)
 - 3. Enrolled (no longer actively waiting)
 - 4. Terminated or archived
- C. The contractor shall establish policies in conjunction with participating agencies and local planning councils for managing the CEL data, to include:
 - 1. Systems to maintain data integrity while minimizing duplicate entries
 - 2. The amount of time and number of names that are made available to a participating agency to fill vacancies and whether the names are held exclusively
 - 3. The updating of records and purging of files at least annually
 - 4. A print and mail system for generating letters, along with necessary translations, as needed

5. For non-internet accessible CELs, the frequency in which aggregate data reports may be requested

VI. CONFIDENTIALITY OF INFORMATION

- A. The use or disclosure of information pertaining to the child or the child's family shall be restricted to purposes directly related to the administration of the subsidized child care services. Data collection and dissemination of information shall be handled in such a manner as to ensure confidentiality of the names and addresses of individual CEL children and families.
- B. The contractor shall abide by paragraph VI.A. whenever it shares CEL information necessary for the administration of the subsidized child care services with the CDE, participating child development agencies, the county welfare department, and participating Head Start providers, local child care planning councils, and any other participating agency in the county.

VII. CONTRACTOR POLICIES

The contractor may establish policies consistent with these program requirements and with state and federal law and regulations, in consultation with and mutually agreed upon by the participating child development agencies, the county welfare department, participating Head Start providers, and other participating agencies. Policies may address the following:

- A. Eligibility verification
- B. Confidentiality
- C. Parental preference of program type, geographic area, and need for voucher
- D. Application process
- E. Referral of families to the local resource and referral program and other community agencies, as applicable
- F. Updating of records

VIII. CONFLICT RESOLUTION PROCEDURES

The contractor shall develop and implement written conflict resolution procedures that specify:

- A. The procedures for the documentation and resolution of disagreements by participating agencies; and
- B. The procedures for the documentation and resolution of complaints by CEL parents.

IX. REPORTING REQUIREMENTS

Private agencies (including proprietary entities) that receive \$500,000 or more in total federal funds are required to have an Organization Wide Audit (OWA) performed in accordance with OMB Circular A-133 and the "Guide for Auditing Child Development, Nutrition and Audit Education Programs," (Audit Guide) prepared by CDE's Audits and Investigations Division (A&I). Governmental and other public agencies (excluding school districts, county office of education and community college districts) must comply with the requirements of OMB Circular A-133 and the CDE's "Audit Guide." All other agencies (excluding school districts, county offices or education and community colleges) must submit a contractor audit performed in accordance with the CDE's "Audit Guide."

Expenditure of these funds shall be reported quarterly to Child Development Fiscal Services (CDFS) on Form CDFS-2507 with fiscal quarters ending September 30, December 31, March 31 and June 30. The last fiscal report for the period of July 1, 2010 to June 30, 2011 will be due July 20, 2011. Quarterly reporting must be submitted for reimbursement of expenditures. Please complete and submit this form directly to your assigned fiscal analyst at:

California Department of Education
Child Development Fiscal Services
1430 "N" Street, Suite 2213
Sacramento, CA 95814

If there are questions regarding the appropriateness of a proposed expenditure, they may be addressed to Lidia Renteria, Consultant, Child Development Division, Policy Office, at 916-322-6248 or by email at lrenteria@cde.ca.gov.

**CENTRALIZED ELIGIBILITY LIST
PROGRAM QUALITY REQUIREMENTS
FISCAL YEAR 2010-11**

I. PROGRAM PHILOSOPHY, GOALS AND OBJECTIVES

Each contractor shall have a written statement of philosophy and goals and objectives, which support that philosophy. The governing body of each contractor shall approve the program philosophy, goals and objectives. The goals and objectives shall address the requirements contained in Sections II through IV below and shall reflect the cultural and linguistic characteristics of the families in the county.

II. STAFF DEVELOPMENT PROGRAM

- A. Each contractor shall develop and implement a staff development program that includes the following:
 - 1. Identification of training needs of staff
 - 2. Written job descriptions
 - 3. An orientation plan for new employees
- B. An annual written performance evaluation procedure unless a different frequency of performance evaluations is specified in a contractor's collective bargaining agreement with their employees
- C. Staff development opportunities that include topics related to the functions specified in each employee's job descriptions and those training needs identified by the contractor pursuant to Section II.A 1 above; and
- D. An internal communication system that provides each staff member with the information necessary to carry out his or her assigned duties

III. COMMUNITY INVOLVEMENT

Each contractor shall solicit support from the community. Each contractor shall provide information to the community regarding CEL services. Contractors shall utilize media or other forms of communication in the community.

IV. ANNUAL SELF-STUDY PROCESS

Each contractor shall develop and implement an annual self-study plan that determines if the program goals and objectives are being met. The self-study shall include a self-assessment by the contractor using the coordinated Compliance/Contract Monitoring Review instrument in accordance with instructions specified by the CDD. The self-study plan shall include assessment of the program by parents. The contractor shall submit a summary of the findings of the self-study to the CDD by June 1 of each year. The contractor shall modify its goals and objectives to address any areas identified during the self-study as needing improvement.

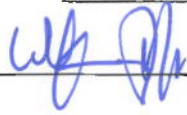
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2010-11.

RESOLUTION

BE IT RESOLVED that the Governing Board of County of Los Angeles
Board of Supervisors


authorizes entering into local agreement number/s CCEL-0019 and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
William T Fujioka	Chief Executive Officer	

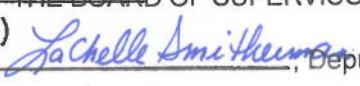
PASSED AND ADOPTED THIS 3rd day of August 2010-11, by the
Governing Board of County of Los Angeles Board of Supervisors
of Los Angeles County, California.

I, SACHI A. HAMAI, Clerk of the Governing Board of
County of Los Angeles Board of Supervisors, of Los Angeles, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted
by the said Board at a Regular meeting thereof held at a regular
public place of meeting and the resolution is on file in the office of said Board.


(Clerk's signature)



AUG 03 2010 ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS
(Date)
By , Deputy